IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated:- 15.03.2006

Coram:-

The Hon'ble Mr. Justice P.SATHASIVAM
and
The Hon'ble Mr. Justice J.A.K.SAMPATHKUMAR

Writ Appeal No.2514 of 2004
& WAMP No.4658 of 2004

VL.SPL.91, Arugavoor Primary
Agricultural Co-Operative Bank,
rep. by its Secretary,
Arugavoor, Cheyyar Taluk,
Tiruvannamalai District. ... Petitioner/Appellant

Vs.

1.The Presiding Officer,
Labour Court, Vellore.

2.R.Ramachandiran ... Respondents/Respondents

Writ appeal filed under Clause 15 of the Letters patent against the order dated 15.09.2003 made in W.P.No.21338 of 2002.

For Appellant : Mr.C.Ravichandran for
Mr.M.SPalaniswamy
For 2nd[t] Respondent : Mr.R.Ramachandran
Party-in-person

JUDGMENT

(Order of the Court was made by P.SATHASIVAM, J.)

The above writ appeal is directed against the order of the learned single Judge dated 15.9.2003 made in W.P.No.21338 of 2002, in and by which, the learned single Judge confirmed the order of the Labour Court granted in favour of the second respondent.

2. Heard the learned counsel appearing for the appellant as well as the second respondent appearing in person.

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3. According to the appellant-Bank, the second respondent was working with the appellant-Bank and he retired from service on 31.5.1998. It is not in dispute that the earlier settlement expired on 30.6.1997. Accordingly, a fresh settlement was agreed upon and executed on 24.2.1999. Clauses 21 and 22 of the settlement dated 24.2.1999 are relevant, which are as follows :

'21.நடைமுறைப்படுத்தும் தேதி

இந்த ஒப்பந்தம் 1.7.1997 முதல் நடைமுறைப்படுத்தப்படும்.

22.ஒப்பந்தம் பொருந்தக் கூடியவர்கள்

1.7.97ல் பணியில் இருப்பவர்களுக்கும், அதன் பின்னர் பணியில் சேருபவர்களுக்கும் இந்த ஒப்பந்தம் பொருந்தும். "

4. As stated earlier, the workman concerned retired from the services of the Bank only on 31.5.1998. As per Clause 21 of the settlement, the same is enforceable from 1.7.1997 and as per Clause 22, it applies to the persons who are in office on 1.7.1997 and the persons who joined subsequent to that date. Based on Clauses 21 and 22 of the settlement, the workman has filed C.P.No.9 of 2000 on the file of the Labour Court, Vellore under Section 33 C(2) of the Industrial Disputes Act. The Labour Court, Vellore, accepting the claim of he workman, passed an order that the workman Parthasarathi shall be paid Rs.27,069/- within a period of two months and in the case of default in paying the same, the workman is entitled to interest at the rate of 6% per annum from the date of petition till the date of remittance of the aforesaid amount. Aggrieved by the said order, the Co-operative Bank has filed the writ petition in W.P.No.21338 of 2002 before this Court. The learned single Judge, by an order dated 15.9.2003, after finding that the workman concerned was in service as on 1.7.1997 and has retired from service only on 31.9.1998, concluded that he was entitled to the benefit of the settlement and confirmed the order of the Labour Court. Questioning the same, the Bank has filed the above appeal.

5. The learned counsel appearing for the appellant has raised the following two contentions :

(1) Inasmuch as on the date of the settlement viz., 24.2.1999, the workman concerned was not in service since he has retired from service on 31.5.1998, the benefit available in the settlement are not application to him.

(2) In the absence of of entitlement, the petition filed by the workman under Section 33 C(2) of the Industrial Disputes Act before the Labour court, Vellore is not maintainable.

6. On going through the settlement dated 24.2.1999, particularly, Clauses 21 and 22, we are unable to accept both the contentions for the following reasons:

It is clear that the settlement in question dated 24.2.1999 was brought in after the expiry of the earlier settlement. The earlier settlement expired on 30.6.1997. In such circumstances, in the present

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settlement, there is a specific clause which provides that the benefits under the settlement are to be given effect from 1.7.1997. This is also clear from Clause 21 of the settlement. Though the learned counsel for the appellant, by drawing our attention to Clause 22, contended that the benefits under the settlement are applicable to the person in service, in view of the recital in the settlement that persons who were in service from 1997 are eligible, as also those who joined subsequent to the said date, we are of the view that the interpretation given by the Labour court as well as the learned single Judge is perfectly in order. We are also of the view that the reasoning is in consonance with the above two clauses of the settlement and accordingly, we reject the contention of the learned counsel for the appellant.

7. Coming to the second contention that the claim of the workman cannot be gone into in a petition under Section 33-C(2) of the Industrial Dispute Act, inasmuch as we have concluded that on the relevant date viz., 1.7.1997, the workman concerned was very well in service of the Bank, he is entitled to the benefits provided under the settlement dated 24.2.1999. In such circumstances, the workman is entitled to move the Labour court to realise the benefits by filing a petition under Section 33-C(2) of the Industrial Disputes Act. Accordingly, we reject the second contention also.

8. In the light of what is stated above, in view of the recitals in the settlement dated 24.2.1999 and the fact that on the relevant date, the workman concerned was in service with the appellant-Bank, we are in agreement with the conclusion arrived at by the Labour court as well as the learned single Judge. Consequently, the writ appeal fails and the same is dismissed. No costs. Consequently, WAMP No.4658 of 2004 is also dismissed.

9. In view of the order of this Court, the workman concerned is permitted to withdraw the amount as quantified by the Labour Court.

Sd/-
Asst. Registrar.

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Sub Asst. Registrar.

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To
1.The Presiding Officer,
Labour Court, Vellore.

+ 1 CC to Mr. M.S.Palaniswamy, Advocate SR NO 12641

+ 1 CC to Mr. R.Ramachandran, Advocate SR NO 12580

W.A.No.2514 of 2004
15.03.2006.

tej(co)
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